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) Case No.: 5:18-cv-01384-JEM

~~{ (PROPOSED) ORDER AWARDING
{ EQUAL ACCESS TO JUSTICE ACT
{ ATTORNEY FEES AND EXPENSES
{ PURSUANT TO 28 U.S.C. § 2412(d)
{ AND COSTS PURSUANT TO 28
{ U.S.C. § 1920~~

VS.

}

$$\left. \begin{array}{l} \text{ } \\ \text{ } \end{array} \right\}$$

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IT IS ORDERED that fees and expenses in the amount of \$1,919.38 as authorized by 28 U.S.C. § 2412, and no costs authorized by 28 U.S.C. § 1920, be awarded subject to the terms of the Stipulation.

DATE: July 31, 2019

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John E. McDermott
HONORABLE JOHN E MCDERMOTT
UNITED STATES MAGISTRATE JUDGE

SOCIAL SECURITY REPRESENTATION AGREEMENT

This agreement was made on June 15, 2018, by and between the Law Offices of Lawrence D. Rohlifing referred to as attorney and Mr. Dennis Elick Todd, S.S.N. 563-53-4756, herein referred to as Claimant.

1. Claimant employs and appoints Law Offices of Lawrence D. Rohlifing to represent Claimant as Mr. Dennis Elick Todd's Attorneys at law in a Social Security claim regarding a claim for disability benefits and empowers Attorney to take such action as may be advisable in the judgment of Attorney, including the taking of judicial review.

2. In consideration of the services to be performed by the Attorney and it being the desire of the Claimant to compensate Attorney out of the proceeds shall receive **25% of the past due benefits** awarded by the Social Security Administration to the claimant and auxiliaries, or **such amount as the Commissioner may designate under 42 U.S.C. § 406(a)(2)(A) which is currently \$6,000.00**, whichever is **smaller**, upon successful completion of the case **at or before a first hearing decision from an ALJ**. If the Claimant and the Attorney are unsuccessful in obtaining a recovery, Attorney will receive no fee. This matter is subject expedited fee approval except as stated in ¶3.

3. The provisions of ¶2 only apply to dispositions at or before a first hearing decision from an ALJ. The fee for successful prosecution of this matter is **25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the Social Security Administration**. Attorney shall petition for authorization to charge this fee in compliance with the Social Security Act for all time whether exclusively or not committed to such representation.

4. If this matter requires judicial review of any adverse decision of the Social Security Administration, the fee for successful prosecution of this matter is **a separate 25% of the past due benefits awarded upon reversal of any unfavorable ALJ decision for work before the court**. Attorney shall seek compensation under the Equal Access to Justice Act and such amount shall credit to the client for fees otherwise payable for court work. Client shall endorse such documents as are needed to pay Attorney any amounts under the EAJA and assigns such fee awards to Attorney.

5. Claimant shall pay all costs, including, but not limited to costs for medical reports, filing fees, and consultations and examinations by experts, in connection with the cause of action.

6. Attorney shall be entitled to a reasonable fee; notwithstanding the Claimant may discharge or obtain the substitution of attorneys before Attorney has completed the services for which he is hereby employed.

7. Attorney has made no warranties as to the successful termination of the cause of action, and all expressions made by Attorney relative thereto are matters of Attorney's opinion only.

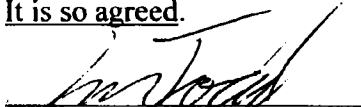
8. This Agreement comprises the entire contract between Attorney and Claimant. The laws of the State of California shall govern the construction and interpretation of this Agreement except that federal law governs the approval of fees by the Commissioner or a federal court. Business and Professions Code § 6147(a)(4) states "that the fee is not set by law but is negotiable between attorney and client."

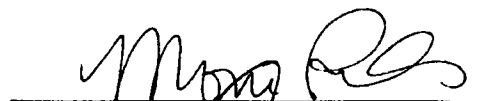
9. Attorney agrees to perform all the services herein mentioned for the compensation provided above.

10. Client authorizes attorney to pay out of attorney fees and without cost to client any and all referral or association fees to prior or referring attorneys or bar referral service.

11. The receipt from Claimant of none is hereby acknowledged by attorney to be placed in trust and used for costs.

It is so agreed.


Mr. Dennis Elick Todd


Law Offices of Lawrence D. Rohlifing
